

State of Delaware



Department of Correction

KITCHEN EQUIPMENT

Invitation to Bid Contract No. DOC-1206KITCH EQUIP

APRIL 9, 2012

**- Deadline to Respond -
May 8, 2012
2:00 PM EDT**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for KITCHEN EQUIPMENT.

The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. DOC-1206KITCH EQUIP

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - A - QUOTATION SUMMARY
 - B - NO BID REPLY FORM
 - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by May 8, 2012, at 2:00 PM EDT.

Bids shall be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF CORRECTION
PURCHASING SERVICES ADMINISTRATOR
245 MCKEE ROAD
DOVER, DE 19904**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call (302) 857-5262.

MANDATORY LETTER OF INTENT TO BID:

A Mandatory Letter of Intent to Bid is required of each Vendor intending to respond to this bid. In order to ensure security at Sussex Correctional Institution, vendors intending to bid on this Invitation to Bid shall include a list of all individuals attending the Facility Site Visit, to include name, social security number, age, sex, race and date of birth. The Mandatory Letter of Intent to Bid must be received by the Delaware Department of Correction (DOC) no later than April 19, 2012, 2:00 PM EDT.

PREBID MEETING:

A pre-bid meeting has been scheduled for April 20, 2012, 9:00 AM at Department of Correction, Administration Bldg, 245 McKee Road, Dover DE 19904. The pre-bid meeting is mandatory. Vendors who do not attend this meeting will not be eligible to submit proposals for this ITB. Potential contractors may contact the Department with questions on the Scope of Work up to one week prior to the scheduled closing date.

STATE OF DELAWARE
DEPARTMENT OF CORRECTION

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A – GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**State of Delaware
Department of Correction
Purchasing Services Administrator
245 McKee Road
Dover, DE 19904**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B – AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **CONTRACT AWARD:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Correction acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Department of Correction of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SECTION C – GENERAL

1. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. PERMITS AND LICENSES:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD:**

The Department of Correction will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Correction in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D – EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

CONTRACT NO. DOC-1206KITCH EQUIP

**KITCHEN EQUIPMENT
SPECIAL PROVISIONS**

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Kitchen Equipment requirements for the Department of Correction.

2. **CONTRACT PERIOD:**

Vendor's contract shall be a one time purchase of kitchen equipment.

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **PRICE ADJUSTMENT:**

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract for the second, optional year, the Department of Correction shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

5. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

6. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

7. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

8. **BID BOND REQUIREMENT:**

a. Bid Bond Waived.

9. **PERFORMANCE BOND REQUIREMENT:**

a. Performance Bond Waived

10. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.
 - and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.
 - or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.
 - or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000.00 each person and \$300,000.00 each accident as to bodily injury and \$25,000.00 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Paul Giery
Contract No. DOC-1206KITCH EQUIP
State of Delaware
Department of Correction
245 McKee Road
Dover, DE 19904**

Note: The State of Delaware shall not be named as an additional insured.

B. Certificate of Insurance Waived.

11. **BASIS OF AWARD:**

Department of Correction shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Department of Correction reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

12. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish the Department of Correction with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

13. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

14. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

15. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

16. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

17. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

18. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. Department of Correction shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Department of Correction must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

19. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY** Electronically in Excel format detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

The report shall be submitted electronically in **EXCEL** and sent as an attachment by email to paul.giery@state.de.us. It shall contain the six-digit department and organization code.

Format of Report

State of Delaware Monthly Usage Report

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:			Report End Date:						
Contact Phone:			Today's Date:						
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
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Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment by email to paul.giery@state.de.us. it shall contain the six-digit department and organization code for each agency and school district.

20. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

21. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

22. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

23. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

24. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Department of Correction to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

25. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Correction. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

26. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

27. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

28. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

29. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

30. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

31. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

32. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

33. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

34. **DEPARTMENT OF CORRECTION SECURITY REQUIREMENTS:**

A. **REQUIREMENTS**

The correctional facility has issued regulations to be observed by all Contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the Project in order to minimize disruption to prison operations, maintain security and to facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The Contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

B. WORKING AT A DEPARTMENT OF CORRECTION FACILITY

1. In order for the Department of Correction (DOC) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the Bureau of Prisons (BOP) including their name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access within the secure perimeter of the facility.
2. Workmen will not be permitted on the campus without approval.
3. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
4. list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
5. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time it takes the guards to inspect the vehicles.
6. Proper construction clothing is required. Short pants are not permitted.
7. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
8. Contractor is also advised that only limited movement will be permitted while inside the compound.
9. Contractors are requested to notify the Director of Custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
10. Completion of a Security Clearance Application is required for all employees (see next page for Security Clearance Application).

“A person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”

2. No one may introduce into or possess on the grounds of any institution of any of the following that are considered to be contraband except as noted.
 - a. Any intoxicating beverage
 - b. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant or prescription drug except as authorized or approved by an institution affiliated physician
 - c. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration
 - d. Any instrument that may be used as an aid in attempting an escape
 - e. Any Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized
 - f. Any article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel
3. In addition to above, no inmate may possess:
 - a. Any tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel
 - b. Money
4. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the Institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the Institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the. At entry control points, vehicles and personnel will be searched including any tools or relating equipment. No tools will remain on work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.
5. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.
 - a. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
 1. Diamond-point drills
 2. Ice picks
 3. Hones and sharpening stock.
 4. Metal cutters, blades
 5. Bolt cutters
 6. Cleaners
 7. Cutting torches
 8. Electric drills, portable
 9. Electric bench and portable grinders
 10. Files

11. Gear pullers
12. Diamond point and regular hacksaw blades.

- b. Lost or stolen tools must be reported to security of the Department of Correction.
- c. Broken saw blades must be removed from the property (not left or discarded on site).

D. GENERAL REQUIREMENTS

1. When workers are finished for the day, all tools will be accounted for by the worker and escorting officer.
2. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
3. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
4. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.
5. Anything of unusual nature as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
6. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least 24 hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interrupted.
7. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
8. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.

E. SPECIAL REQUIREMENTS

1. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
2. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
3. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
4. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

F. SITE SECURITY

1. The following regulations must be observed by all persons having any association with the

construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

a. Photo Identification Card

1. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
 - a. Name
 - b. Date of Birth
 - c. Social Security Number
 - d. Address
2. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collected at the end of the day and returned to the Main Gate.

b. Assigning Men to the Site

Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon on the previous work day before sending men to the project site, so an officer can be assigned to accompany all his personnel.

c. Tools and Materials

No tools or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.

d. Prison Records

Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least 72 hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.

e. Workmen Lunch Area/Searches

1. Workmen will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted.
2. All workmen will be expected to submit to a search of themselves, their toolboxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.

f. Prohibited Items

The following items are prohibited from being brought onto the prison grounds and construction site:

1. Alcoholic beverages and drugs
 2. Explosive and firearms
 3. Tobacco products
- g. Working Dress and Workmen:
- h. Workmen will maintain proper attire while working at the institution.
- i. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- j. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
- k. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- l. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc). No affectionate or intimate behavior between official visitors and inmates is permitted.
- m. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
- n. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- o. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
- p. The offering and/or giving of any tips, gratuities, fees, etc. to any inmates and/or prison personnel are strictly prohibited.
- q. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- r. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- s. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.
- t. Tools and Equipment Safety:
1. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
 2. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 3. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent's

direction for control of powder used and stored.

u. Construction Personnel Vehicle Parking:

1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
2. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

TECHNICAL SPECIFICATIONS

Awarded vendor shall be responsible for and adhere to the following requirements:

This contract will be issued for the purchase of Kitchen Equipment for the Department of Correction. **Vendor pricing must include delivery, disconnect and removal of old dishmachine and installation of new equipment. Any freight cost must be quoted separately on the vendor proposal form.** Due to the nature of the delivery and installation, a mandatory site survey must be completed and submitted with your bid proposal. Each Vendor must contact the facility for a site survey prior to the submission of a bid.

CONTACT PERSON

Deborah Melvin
Food Service Director
Phone: (302) 856-5282 ext 5320 or 5325

FACILITY

Sussex Correctional Institution
Route #13
Georgetown, DE 19947

1. All items shall be guaranteed against all defects in workmanship and materials as provided by the manufacturer's standard warranty.
2. The vendor shall replace any defective item within (15) days of notification in writing or by fax by the agency at no charge to the State.
3. All items offered are to be high quality, identical with regular stock products sold under the same brand or trade name to the retail trade.
4. All products must carry the full standard warranty provided by the manufacturer.

SPECIFICATIONS – SUSSEX CORRECTIONAL INSTITUTION

Facility Contact

Deborah Melvin, Food Service Director
Phone: (302) 856-5282 ext 5320 or 5325
Sussex Correctional Institution
Route #13
Georgetown, DE 19947

DELIVERY, DISCONNECT AND REMOVAL OF OLD DISHMACHINE AND INSTALLATION OF NEW DISHMACHINE

1-EACH Hobart Model FT922 Flight type Dishwasher or approved equal

- Dish machine to be a fully automatic flight-type machine
- Consisting of a power recirculating prewash in the 5 ft load section and recirculating prewash water jetted over the SST surface area below the conveyor loading section to provide continuous self cleaning
- Power wash, power rinse and Opti-RinSe™ fresh water rinse in the 8 ft center section
- 9 ft unload section to contain a 2 ft. chambered section with the remaining length to be open to allow for drying of the ware and the unloading process
- Load and unload sections to include a 10" shelf to facilitate the loading and unloading practice
- Overall length of machine to be 22 ft
- Direction of operation to be left to right
- Voltage and phase to be 480/3ph

CONSTRUCTION

- Unit to include correctional package
- Unit to be built 6 inches higher than standard
- Tanks and chamber constructed of #16 gauge stainless steel
- Tank design to be drawn with rounded corners throughout and contoured to the drain opening for easy cleaning
- Chamber wide prewash, power wash and power rinse inspection doors to be fully insulated hinged doors
- Prewash, power wash and power rinse SST self-draining pumps and motors integrally assembled and mounted to tanks with frame support
- Stainless steel back panels and lower front panels to provide an air gap for a cooler surface area and a reduction in heat loss
- Easy to remove 4 ply curtains to be placed between each section to aid in heat retention

PUMPS

- SST self draining prewash pump to produce a flow rate of 150 gallons per minute
- SST self-draining power wash and power rinse pumps to produce a flow rate of 292 gallons per minute
- All pumps and impellers to be stainless steel and self-draining
- Easy to reach pump clean-outs to be provided for each pump

MOTORS

- All pump motors to be totally enclosed fan cooled 3 hp. motors
- Conveyor motor to be ½ hp
- Each motor to have inherent overload protection

CONTROLS

- A stainless steel control panel mounted in the center section houses the machine operating status display
- Control box houses accurate digital temperature displays and visual alarms at an easy to read eye level

- Photo electronic eyes positioned at the load end to detect all sizes of ware
- Photo electronic eyes to activate machine operation and sequence the fresh water rinse system to provide a reduction in operating cost
- Conveyor start/stop switches ergonomically located at the load and unload section
- Controls to have a 115-volt pilot circuit
- All wiring from components to control box to be corded and labeled without intermediate plug and socket connectors
- Full time auto fill to be standard
- Conveyor reversing switch to be mounted inside the control box

CONVEYOR DRIVE SYSTEM

- Conveyor drive motor to be ½ hp. with inherent overload protection
- Trip mechanism provided on unload section shall stop the conveyor without “coasting”
- Anti-jam protection to be standard stopping the conveyor when minimal pressure is applied
- Flight links to be of Duraflex material to accommodate dishware as well as 18” x 26” sheet pans and 22” x 27” oval bus trays. Must be designed to accommodate meal TRAY
- Flight links pegs to be designed with V-shaped edges, containing no flat surfaces to deflect lower wash arm water
- Conveyor width of to be 30-1/2”
- Conveyor to have adjustable speed from 4 to 12 feet per minute

VENT SYSTEM

- Single point 16” round vent connection
- Built in dampers to be provided at clean and soiled ends
- Clean end vent opening in upper chamber to have drain pan to prevent condensate dripping on clean ware. Drip pan to be removable without tools
- CFM requirement to be 1000 CFM with blower dryer

BLOWER DRYER

- 20 kw electric heaters
- Construction a minimum 16-gauge stainless steel splash proof wrap-around panels to enclose entire component assembly
- Large inspection door for easy access
- Hooded drying chamber covers 66" length of the conveyor, to provide adequate drying time
- 2 HP motor with sealed ball bearings with inherent overload protection with manual reset
- Industrial fan-type blower with squirrel-cage type wheel, direct drive, delivering 2000 CFM, with sound level below OSHA limits
- Blower to function only during conveyor operation

RE-CIRCULATING PREWASH SYSTEM

- To remove soil by means of recirculating water sprayed over dishes before entering wash zone
- This section to receive water cascaded from the wash, power rinse and fresh water rinse

PREWASH, POWER WASH, POWER RINSE SYSTEMS

- Pre-wash temperature Control
- Each compartment is equipped with stainless steel upper and lower manifolds with debossed anti-clogging nozzles
- One-piece wash arms effortlessly removed and reinstalled without tools
- Wash arms to be guided in place by means of track guides
- Wash manifold from pump to wash arms to be outside of chamber leaving chamber interior clear of all piping for easy cleaning
- Full time auto fill to be standard
- Dishwater Tempering Kit –inter plumbed and wired

DRAINS

- Drains to be open and closed by means of a heavy gauge handle connected to a brass body and stainless steel ball valve

CLEAN OUT ACCESS

- Extension panels on load and unload sections to be completely removable without the use of tools for easy cleaning

STRAINER SCREENS

- Prewash, power wash and power rinse scrap screens to be one piece slanted design slopped toward the front of the machine and the large removable 16 gauge SST scrap basket
- Scrap system to be inside chamber allowing for smooth front
- Both tray and basket easily removable from the front of the machine

TANK HEAT

- Regulated electric immersion heaters, 26 kw in the power wash and power rinse tank with solid state thermostat and positive low water protection
- Equipped with a factory installed electrically integrated electric booster heater

FINAL RINSE

- Fresh water non-pumped final rinse water usage to be no more than 132 gallons per hour at a conveyor speed of 8.5 feet per minute
- Fresh water rinse to be a non pumped/dual design
- Rinse nozzles and rinse are to be secured in a slotted mounting fixture to ensure proper spray pattern
- Upper and lower rinse arms to be removable without tools for easy cleaning
- Rinse activation to be sequenced through the use of photo electronic sensors mounted at the entrance end of the load chamber
- Final rinse booster heaters to be a 30 kw electric booster heater electrically integrated to the dish machine

WATER CONDITIONER – EverPure -Kleenware – Model#EV9799-11

- 6-additional replacement cartridges model #EV9799-22

WARRANTY

- 1-Year parts and labor from date put into continuous operation and acceptance from Delaware Department of Correction

DISCONNECT AND REMOVAL

- Disconnect Utilities to old Dishmachine and Dispose of

INSTALLATION OF DISHMACHINE TO BE INSTALLED BY BONIFIED FACTORY SERVICE TECHNICIAN

- Install dishwasher, Flight type, Hobart Flight Type Continuous Racking Automatic Conveyor Dishwasher , 132 Gallons/Hour w/Opti-rinse, S/S Pumps and Impellers, Variable Speed Conveyor, Insulated Doors, No Int. Piping, Controls at Both Ends
- Deliver, Uncrate, and set in place FT900
- Level and Assemble Sections
- Assemble Conveyor
- Connect Internal Wiring and Plumbing
- Plumb Fill Piping from Shut off Valves to Machine
- Run Drain Line from Machine to Floor Sink
- Connect Electrical Supply from Disconnects to Unit
- Provide and Install WS80 Water Softener
- Fabricate and Install Venting Duct to Existing System Below Ceiling
- Test for Proper Operation
- **AWARDED VENDOR IS RESPONSIBLE FOR ANY UTILITY RELOCATION OR UPGRADES NEEDED FOR INSTALLATION** ALL UTILITY HOOKUPS MUST BE WITHIN 5 FEET OF MACHINE

PLEASE NOTE - ALL WORK TO BE DONE MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM

BID QUOTATION REPLY SECTION

CONTRACT NO. DOC-1206KITCH EQUIP

KITCHEN EQUIPMENT

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Department of Correction Purchasing Office, 245 McKee Road, Dover, DE 19904 by May 8, 2012, 2:00 PM, EDT, at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF CORRECTION
PURCHASING SERVICES ADMINISTRATOR
245 MCKEE ROAD
DOVER, DE 19904**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined. After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

**QUOTATION SUMMARY
VENDOR PROPOSAL FORM**

DELIVERY, DISCONNECT AND REMOVAL OF OLD DISHMACHINE AND INSTALLATION OF NEW DISHMACHINE; 1-EACH, Hobart Model FT922 Flight type Dishwasher or approved equal

ITEM #	SPECIFICATIONS	QTY	UNIT COST	FREIGHT COST	LABOR COST	TOTAL COST
1.	DELIVERY, DISCONNECT AND REMOVAL OF OLD DISHMACHINE AND INSTALLATION OF NEW DISHMACHINE; 1- EACH, Hobart Model FT922 Flight type Dishwasher or approved equal	1				

DELIVERY

Ship Stock _____ days ARO

Ship Non-Stock _____ days ARO

CONTRACT TOTAL VALUE \$ _____

COMPANY

DATE _____

STATE OF DELAWARE
DEPARTMENT OF CORRECTION
245 MCKEE ROAD
DOVER, DE 19904

NO BID REPLY FORM

BID #DOC-1206KITCH EQUIP

BID TITLE: KITCHEN EQUIPMENT

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are: _____

_____ 6. We do not sell the items/services on which Bids are requested.

_____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: DOC-1206KITCH EQUIP
TITLE: KITCHEN EQUIPMENT
OPENING DATE: MAY 8, 2012, 2:00 PM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to department of Correction.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Correction.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

(circle one)			(circle one)			(circle one)		
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women Business Enterprise (WBE)</u>	Yes No	<u>Minority Business Enterprise (MBE)</u>	Yes No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes No		

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____



OMWBE Certification Application found here:

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 739-3779
Email: deomwbe@state.de.us
Web site: www.deomwbe.delaware.gov